

# Non-Disclosure Agreement (NDA)

## Business Discussions

Disclosing Party Name

Receiving Party Name

Effective Date

**1. Purpose:** The parties intend to engage in discussions regarding potential business opportunities ("Purpose"), and may disclose certain confidential information.

**2. Confidential Information:** "Confidential Information" means any non-public business, technical or financial information disclosed by one party to the other, whether orally, in writing, or in any other form, and marked or reasonably understood to be confidential.

**3. Obligations:** The receiving party will keep all Confidential Information strictly confidential, not disclose it to any third party, and not use it for any purpose other than the Purpose.

**4. Exclusions:** The obligations do not apply to information which (a) is publicly available, (b) was already known, (c) is received lawfully from another source, or (d) is independently developed.

**5. Term:** This NDA remains in effect for two (2) years from the Effective Date.

**6. Return of Materials:** Upon request, the receiving party will promptly return or destroy all Confidential Information.

**7. No License:** This NDA does not grant any rights or licenses under any intellectual property.

**8. Governing Law:** This NDA shall be governed by the laws of  Jurisdiction.

Signature (Disclosing Party)

Print Name

Title

Signature (Receiving Party)

Print Name

